

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF CALIFORNIA

CRAIGSLIST, INC.,

No. C 09-4739 SI

Plaintiff,

**ORDER ADOPTING REPORT AND
RECOMMENDATIONS AND
GRANTING IN PART AND DENYING IN
PART PLAINTIFF'S MOTION FOR
DEFAULT JUDGMENT**

v.

CHRISTOPHER MEYER, *et al.*,

Defendants.

Defendant Christopher Meyer failed to answer both the first amended complaint and the second amended complaint, and has failed to otherwise defend this action. The Clerk entered default against Meyer on December 28, 2010. Plaintiff filed a motion for default judgment, which this Court referred to Magistrate Judge Zimmerman. Judge Zimmerman ordered supplemental briefing on the motion, and held a hearing on April 6, 2011. On April 25, 2011, Judge Zimmerman issued a Report and Recommendation recommending that plaintiffs' motion be granted in part and denied in part.

The Court has reviewed the Report and Recommendations. No party has filed written objections to the Report and Recommendation. The Court hereby ADOPTS the Report and Recommendation in full and GRANTS IN PART AND DENIES IN PART plaintiff's motion for default judgment. (Docket Nos. 54 and 90). The Court orders that default judgment be entered in favor of plaintiff and against defendant Meyer as follows:

A. Defendant Christopher Meyer and his agents, servants, employees, attorneys, affiliates, distributors, successors and assigns, and any other persons acting in concert or in participation with him are now and forever enjoined from:

1. Manufacturing, developing, creating, adapting, modifying, exchanging, offering,

distributing, selling, providing, importing, trafficking in, or using any automated device or computer program (including, but not limited to, any technology, product, service, device, component, or part thereof) that enables postings on craigslist without each posting being entered manually;

2. Manufacturing, developing, creating, adapting, modifying, exchanging, offering, distributing, selling, providing, importing, making available, trafficking in, or using content that uses automated means (including, but not limited to, spiders, robots, crawlers, data mining tools, and data scraping tools) to download or otherwise obtain data from craigslist;
3. Engaging in any activity that disrupts, diminishes the quality of, interferes with the performance of, or impairs the functionality of craigslist's services or the craigslist website;
4. Copying, distributing, displaying, creating derivative works or otherwise using protected elements of craigslist's copyrighted website (located at www.craigslist.org), including, but not limited to, the website's post to classifieds, account registration and account log in expressions and compilations, and from inducing, encouraging, causing or materially contributing to any other person or entity doing the same;
5. Circumventing technological measures that control access to craigslist's copyrighted website and/or portions thereof (including, but not limited to, CAPTCHAs and RE-CAPTCHAs), and from inducing, encouraging, causing or materially contributing to any other person or entity doing the same;
6. Manufacturing, developing, creating, adapting, modifying, exchanging, offering, distributing, selling, providing, creating, importing, trafficking in, or using technology, products, services, devices, components, or parts thereof, that are primarily designed or produced for the purpose of circumventing technological measures and/or protection afforded by technological measures that control access to craigslist's copyrighted website and/or portions thereof, and from

inducing, encouraging, causing or materially contributing to any other person or entity doing the same;

7. Accessing or attempting to access craigslist's computers, computer systems, computer network, computer programs, and data, without authorization or in excess of authorized access, including, but not limited to, creating accounts or posting content on the craigslist website, and from inducing, encouraging, causing, materially contributing to, aiding or abetting any other person or entity to do the same;
8. Manufacturing, developing, creating, adapting, modifying, exchanging, offering, selling, distributing, providing, importing, trafficking in, purchasing, acquiring, transferring, marketing or using any program, device, or service designed to provide an automated means of accessing craigslist's website, automated means of creating craigslist accounts, or automated means of posting ads or other content on craigslist's website, including, but not limited to, any program, device, or service that is, in whole or in part, designed to circumvent security measures on the craigslist website;
9. Repeatedly posting the same or similar content on craigslist, posting the same item or service in more than one category on craigslist, posting the same item or service in more than one geographic area on craigslist, and from inducing, encouraging, causing, assisting, aiding, abetting or contributing to any other person or entity doing the same;
10. Posting ads on behalf of others, causing ads to be posted on behalf of others, and accessing craigslist to facilitate posting ads on behalf of others;
11. Using, offering, selling or otherwise providing a third-party agent, service, or intermediary to post content to craigslist;
12. Misusing or abusing craigslist, the craigslist website and craigslist services in any way, including, but not limited to, violating the craigslist TOU; and
13. Using the CRAIGSLIST mark and any confusingly similar designations in

1 Internet advertisements and otherwise in commerce in any manner likely to
2 confuse consumers as to their association, affiliation, endorsement or
3 sponsorship with or by craigslist.

4 B. The registrars for the domain names “craigslistbotpro.com” and “clbotpro.com” shall
5 transfer those domain names to craigslist within 10 days of receiving notice of this
6 Order.

7 C. The Court awards \$1,446,638.61 in total monetary damages for craigslist. The Court
8 awards craigslist attorneys’ fees of \$138,961.39 and costs of \$3,673.49.

9

10 **IT IS SO ORDERED.**

11
12 Dated: May 18, 2011

Susan Illston
13 SUSAN ILLSTON
United States District Judge